IDAHO TRANSPORTATION DEPARTMENT INVITATION TO BID

DISTRICT TWO GEOTECHNICAL DRILLING

REQUISITION B436150S Project Name: US-95, MP 210.5 Landslide Project No.: A010(446) Key No.: 10446

ADDENDA TO THE BID SPECIFICATIONS

The following changes have been made to the above mentioned project. All other information remains the same.

Addendum 1:

The mandatory pre-bid walk through has been rescheduled to: February 28, 2007 12:00 Noon

Addendum 2:

The bid closing date and time has been changed to:

Bid Close Date: March 7, 2007 5:00 PM Bid Open Date: March 8, 2007 10:30 AM

Addendum 3:

III. TERMS AND CONDITIONS, 1. Contract Term is amended by deletion of the following:

"...and be completed no later than May 25, 2007."

Addendum 4:

Section 10 BID REQUIREMENTS, the text in Item 5 is deleted and replaced with the following:

For optical or acoustic imagery, the number of feet paid will only be for that footage which a log was directed.

Addendum 5

Section 10 BID REQUIREMENTS, the text in Item 6is deleted and replaced with the following:

Upon completion of the drilling, the borehole sites will need to be accessed by ITD personnel carrying equipment to monitor the instrumentation for a 12 month period. The access routes, anchors, and accessory equipment used by the drillers to access each drill site are to be left in place. There are no separate bid items for the materials and labor to construct the access routes. The costs should be included in the bid items that are provided.

Addendum 6:

Section 10 BID REQUIREMENTS, the text in Item 9 is deleted and replaced with the following:

This is a geotechnical investigation where core and sample recovery is the primary objective of drilling. The percentage of core and sample recovery is dependant on the types of material drilled, drill equipment and equipment operations. The drilling methods, operation of equipment and types of drill fluids used will be those that maximize core and sample recovery.

Addendum 7:

Section 11 DEFINITIONS, Working Day the first sentence is deleted and replaced with the following:

Unless approved otherwise by the Engineer, any day except Sate recognized legal holidays and days which weather or other conditions not under the control of the Contractor will not permit work activities.

This page MUST BE SIGNED, DATED AND RETURNED with your BID DOCUMENTS

I acknowledge receipt of this Addendum and its contents.

Signature	Date:	

IDAHO TRANSPORTATION DEPARTMENT INVITATION TO BID

DISTRICT TWO GEOTECHNICAL DRILLING REQUISITION B436150S Project Name: US-95, MP 210.5 Landslide

Project No.: A010(446) Key No.: 10446

January 25, 2007

Idaho Transportation Department Supply Services Purchasing Section 3311 West State Street Boise, Idaho 83703

REQUISITION #: B436150S

ALL <u>sealed bids must</u> be received by 5:00 pm on February 27, 2007. Sealed bids will be opened at 10:30 am on February 28, 2007 at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of furnishing all materials, equipment and labor for geotechnical drilling as per the specifications contained in the above requisition.

Public works contractors license is required.

Contact Tina Klamt, Purchasing Agent for Bid Requirements and Clarification at (208) 334-8088

Fax ALL questions regarding this bid to: (208) 334-8824

FOR BID RESULTS, PLAN HOLDERS LIST VISIT:

http://itd.idaho.gov/business/business.htm

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

Requisition #: B436150S

Bid Close Date: February 27, 2007 5:00 PM Bid Open Date: February 28, 2007 10:30 AM Item Bidding: District 2 Geotechnical Drilling

Mailing Address

Idaho Transportation Department Supply Services Purchasing Section P.O. Box 7129 Boise, Idaho 83707-1129

INVITATION TO BID DISTRICT 2 Geotechnical Drilling

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EXHIBIT III – TRAFFIC CONTROL PLAN

INVITATION TO BID

DISTRICT 2 Geotechnical Drilling REQUISITION NO. B436150S

I. **SPECIAL PROVISIONS**

1. SUMMARY SCOPE OF WORK

The Idaho Transportation Department, District 2 in Lewiston, Idaho is requesting bids for the geotechnical drilling portion of a landslide investigation. The project is located on US-95 at Milepost 210.5, near Lucile, Idaho.

Exhibit I- Aerial photo of project area.

Exhibit II- Photo of borehole locations

2. **COMPLETION TIME**

The work is to be completed within 40 working days after execution of the contract.

3. **PENALITIES**

The amount of penalty for failure to complete the work on time on this project will be \$500.00 per day.

4. **SEQUENCE OF WORK**

Contractor will submit a work plan for approval at the Pre-Construction meeting.

5. **EXAMINATION OF SITE**

Before submitting a bid to the State, bidders are mandated to visit the project site where the service is to be performed and fully inform themselves of all the conditions and limitations. Failure to do so will exclude the Contractor from submitting a bid on this project. Mandatory walk-through is scheduled for February 9, 2007 12:00 PM Pacific Time, at the Idaho Transportation Department, Lucile Maintenance Shed, US 95, Milepost 206.00.

PRE-CONSTRUCTION CONFERENCE 6.

After the Contract has been awarded and before work commences the Contractor shall meet with the Engineer and or his representative to discuss the Contract terms and work performance requirements. The meeting shall be held a minimum of 7 calendar days before the work commences.

7. WORK RESTRICTIONS

No work on the roadway will be allowed on May 25, 2007 through May 28, 2007.

8. TRAFFIC CONTROL AND SAFETY

The furnished Traffic Control Plan shall be the minimum traffic control required. If the included Traffic Control Plan does not meet the Contractor's mode of operation, the Contractor shall be required to submit a new Traffic Control Plan to the Engineer for approval at the pre-construction conference.

Traffic shall be maintained through the work area and protected in accordance with the Manual of Uniform Traffic Control Devices, as adopted by the State.

Traffic can not be delayed any longer than 15 minutes.

Support vehicles shall be operated in the normal direction of traffic flow.

All vehicles and machinery operating on the right-of-way shall be equipped with at least one roof mounted, high intensity rotating or strobe type amber flasher readily visible from front and rear for at least ½ mile.

The Contractor shall provide, erect, and maintain all traffic control signs and devices, and traffic control for the occupied work areas in accordance with the requirements contained in these specifications and shall take all necessary precautions for the protection of the work and the safety of the public. Traffic control devices shall conform to the Manual of Uniform Traffic Control Devices, as adopted by the State, Part VI. All signs and traffic control devices remain the property and responsibility of the Contractor. Work shall not be initiated until traffic control devices are in place at the work site.

Traffic control devices shall be covered or removed from the roadway when work is not taking place. When flaggers are present, signing for the flagging operation shall be required. Flagging shall be included in the hourly cost of Traffic Control and no separate payment will be made.

When not in use, equipment shall be parked no closer than 30 feet from the edge of the roadway. Vehicles and machinery not currently used in the work shall be parked off the right-of-way at approved locations to minimize interference with the normal use of the highway. Equipment security shall be the responsibility of the Contractor.

Drilling shall also be scheduled to avoid events such as holidays, events that may cause traffic peaks and associated congestion. The Engineer must pre-approve any change in work time hours. The cost of furnishing, installing, operating, and maintaining signs, cones, fully equipped shadow vehicles, or other traffic control devices shall be incidental and included in the cost of traffic control.

The Contractor shall require his employees to wear highly visible clothing or safety vests while working on the right-of-way. See MUTCD, Part VI, Section 6E-2 for requirements.

Construction traffic control devices shall meet the requirements of NCHRP-350 as follows:

Category 1 Work Zone Safety Devices; including cones, drums, tubular markers, and delineators shall meet the requirements.

Category 2 Work Zone Safety Devices; including barricades, portable sign stands with signs, vertical panels, Category 1 devices with auxiliary lights and/or signs, and devices under 100 lbs (45 kg) shall meet the requirements.

Category 3 Work Zone Safety Devices; including portable signs with hard (plywood, aluminum) substrate, temporary portable concrete barrier, and all devices exceeding 100 lbs (45 kg) and/or "expected to cause significant occupant velocity change" shall meet the NCHRP-350 requirements with the following exception:

Crash Cushions and Truck Mounted Attenuators shall meet NCHRP-350 requirements if purchased AFTER October 1, 1998. All crash cushions and truck mounted attenuators

purchased PRIOR to October 1, 1998 may continue to be used until they complete their normal service life if they meet NCHRP-230 requirements.

Category 4 Work Zone Safety Devices; including portable changeable message signs, arrow panels, and other trailer mounted devices may be used without attenuation. These devices may be placed behind crashworthy barriers or shielded with TMA's or crash cushions providing the attenuation does not impair their functionality or create a hazardous condition

9. DESCRIPTION OF WORK

The drill sites are located on and adjacent to a landslide on a 45 degree slope. Drill sites will be as high as 600 feet above the roadway. The drill equipment must be helicopter transported or by other ITD approved methods that minimizes disturbance to the slope. The project requires core drilling through highly fractured schist and slide debris. Five (5) boreholes, up to 250 feet deep, will require coring, sampling, and installation of slope inclinometer casing. Rock core will be recovered. SPT or ring samples will be taken at 5-foot intervals where possible. 800 total footage of sampled and inclinometer cased borehole is anticipated. Three (3) vibrating wire piezometers are planned to be installed. Listed in the bid items are two alternative methods for installing piezometers. Alternate A-The piezometers can be installed with the slope inclinometer casing in boreholes BH-1, BH-2 and BH-3. Alternate B- The piezometers can be installed in three (3) additional non-sampled boreholes adjacent to boreholes BH-1, BH-2 and BH-3. Single channel data loggers will be supplied by ITD and installed by the driller for each piezometer. Approximately three (3) boreholes will be logged with optical or acoustic imagery to measure the orientation of fractures and discontinuities. These 3 boreholes are anticipated to be boreholes BH-1, BH-2 and BH-3. All boreholes, casing, and piezometers will be grouted full depth.

A copy of a geotechnical report for this landslide is available from the ITD District 2 office.

The above scope of work is only an estimate. The quantities of work listed are for bidding purposes only. Only the bid items and the listed bid prices will be included in the contract. No minimum quantity of work is guaranteed or implied. The number of boreholes, borehole locations, depths, sampling intervals, and total footage drilled are subject to change as work progresses. The contract items will be paid for by the quantity worked not by lump sum. All additional hardware, or specialized tools required, will be considered incidental to the pay items listed below. Incidental items include but are not limited to bits, casing, drill pipe, fuel, and normal expendable hardware.

10. BID REQUIREMENTS

Bids must include the following information and meet the following requirements:

- 1) List the number of drill rigs and model.
 - Drill rig must have the following capabilities.
 - A. Drill HQ-3 triple tube core with wire line retrieval.
 - B. HW casing advance by drilling.
 - C. Rig must be capable of conducting the following test and sample recovery procedures by ASTM methods.
 - Standard Penetration Test and Split Barrel Sampling Recovery (ASTM D1586-84).
 - Ring Lined Barrel Sampling of Soils (ASTM D3550-84).
- 2) List the number and type of all support equipment.

- 3) The drillers must have a minimum of 5 years of geotechnical drilling experience and have drilled on a minimum of 2 projects with a similar scope of work. List the drillers names, years of geotechnical drilling experience, and similar projects drilled.
- 4) Optical or acoustic imagery systems (televiewer) must have the following capabilities.
 - A. Create an oriented 3 dimensional view of borehole
 - B. Calculate orientation, frequency and aperture of planer features intersecting the borehole.
 - C. Provide visual representation of borehole, stereo net, strike/dip data and depth of features.
- 5) For the optical or acoustic imagery, the number of feet paid, will only be for that footage which provides an accurate report of dip direction data of rock features.
- 6) Upon completion of the drilling, the borehole sites will need to be accessed by ITD personnel carrying equipment to monitor the instrumentation for a 12 month period. Because of the steepness of the slope and head scarp a secure route to each borehole shall be constructed as part of this contract. A secure route is one that offers protection from a fall and can remain functional without maintenance for a 12 month period. There are no separate bid items for the materials and labor to construct the secure access routes. The costs should be included in the bid items that are provided.
- 7) Installation of the slope inclinometer casing and piezometers will be to the manufacture's specifications or as directed by the Engineer. No payment will be made for slope inclinometer and piezometer items that are not fully functional.
- 8) All rock core and samples will be transported from the drill site on a daily bases to the Lucile maintenance shed, US-95, Milepost 206, 4.5 miles south of the project.
- 9) The price per foot paid for core sampled boreholes will be based on percent core recovery as determined by the Engineer. The per foot bid price will be adjusted as follows:

Percent Core Recovery	Pay Factor
80 to 100	1.00
50 to 80	0.75
Less than 50	0.25

The pay factor adjustment will be applied only to sample core drilling in undisturbed bedrock as determined by the Engineer. Core drilling through slide debris will be paid at 100% of the bid price.

10) No standby or overtime charges will be paid.

11. **DEFINITIONS**

Appurtenances: Delineators, signs, posts and other objects within the project.

Backslope: Roadside from the bottom of the ditch to the fence or the ROW boundary

Department: Idaho Transportation Department (ITD)

Engineer: ITD District Materials Engineer or designated representative.

MUTCD: Manual on Uniform Traffic Control Devices, as adopted by the State.

Outside: That area between the edge of roadway and the right-of-way fence.

Roadside: All unpaved land in the entire right-of-way.

Shoulder: The strip of land along the edge of a paved road.

State: State of Idaho, Idaho Transportation Department

Structures: Overpasses, bridges, guardrails, sign installations.

Work Units: A definite amount or quantity of work used as a standard of measurement.

Working Day: Unless approved otherwise by the Engineer, any day except Saturdays, Sundays, and State recognized legal holidays on which weather or other conditions not under control of the Contractor will permit work activities. Any day with at least 5 hours worked during the day. Activities shall include, but are not limited to: drilling, setup, engineering, surveying, permitting, submittals, approvals, procurement, fabrication, and construction.

II. PROPOSAL GUIDELINES

1. Performance

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

2. Bidding Requirements and Conditions

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No proposals will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the State. If the proposal is made by an individual, their name and post office address shall be shown; by

a partnership, the name and post office address of each partner shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate officials shall be shown.

3. **Irregular Proposals**

Proposals will be considered non-responsive and shall be rejected for the following reasons:

- 1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
- 2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
- 5. If the Bid Documents are not sealed, when received by the Department.
- 6. If the Signature Page is not signed in Ink.
- 7. If Addendums are not signed and returned with the Bid Documents.
- 8. If the required Public Works License Number is not inserted on the Signature Page.

4. **Proposal Guaranty / Surety Bond Requirements**

No proposal will be considered unless accompanied by a guaranty of the character and in an amount not less than the amount indicated on the Request for Bid.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the proposal bond.

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

- 1. The obligations shall be acceptable to the State Treasurer.
- 2. The obligations shall be payable to, or fully negotiable by, the Department.
- 3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.

4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within 90 days after final acceptance for the project those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the project for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

5. **Disqualification of Bidders**

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

- 1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
- 2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

6. **Consideration of Proposals**

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at http://itd.idaho.gov/business/business.htm.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

7. **Execution / Award of the Contract**

The award of contract, if it is awarded, will be made within 15 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond 15 calendar days by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned together with the Surety bonds, within 15 calendar days after the bidder has received the contract. If the contract is not executed by the State within 15 calendar days following receipt from the bidder of the signed contracts and bonds, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

8. Failure to Execute Contract

Failure to execute the contract and file acceptable bonds within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the State, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

9. Return of Proposal Guaranty

Proposal guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

III. TERMS AND CONDITIONS

1. Contract Term

All work shall commence April 5, 2007 and be completed no later than May 25, 2007.

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title or interest therein without prior written consent and approval of the Purchasing Agent.

2. Payment Requirements

<u>Payments will be made as provided:</u> Upon satisfactory completion of services specified herein, the Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

3. Changes

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

4. Claims for Adjustment and Disputes

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the ITD Purchasing Agent in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The Purchasing Agent will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the Purchasing Agent's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

5. Compliance

If a formal and written compliant is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 6 Termination.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

6. Termination

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department

7. Indemnification

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

8. Insurance Requirements

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The following is a brief explanation of the required insurance coverage. A certificate of insurance will be required of the contractor selected.

1) Worker's Compensation. The CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the Department generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the Department a valid certificate of insurance showing statutory coverage.

- 2) Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.
- 3) Liability Insurance. For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Department. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.
- 4) Aircraft Liability. For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, Aircraft Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.
- 5) <u>Commercial General Liability Insurance.</u> The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$2,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

Additional requirements:

<u>State of Idaho as Additional Insured.</u> The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

Notice of Cancellation or Change. The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

9. TITLE VI Assurances

I. APPLICATION

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION

1. <u>Compliance with Regulations</u>:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho

Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. <u>Sanctions for Noncompliance</u>:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made:
- c. Cancel or terminate the contract for cause:
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. <u>Incorporation of the Provisions</u>:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. LABOR PROVISIONS

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams' trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

ATTACHMENTS/FORMS/EXHIBITS

BIDDERS RESPONSIBILITY PAGE / CHECKLIST
BID PROPOSAL
CONTRACTORS AFFIDAVIT
DOMICILE
SIGNATURE PAGE
FAX BACK
BID SCHEDULE
PLAN HOLDERS LIST
EXHIBIT I – AERIAL PHOTO OF PROJECT AREA
EXHIBIT II – PHOTO OF BOREHOLE LOCATIONS
EXHIBIT III – TRAFFIC CONTROL PLAN

BIDDERS RESPONSIBILITY PAGE / CHECKLIST

PLEASE NOTE: The following documents, IF APPLICABLE TO YOUR BID, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.

- 1) EFFECTIVE: January 1, 2005. Idaho Code, Section 72-1717 Idaho Employer Alcohol and Drug-Free Workplace Act State Construction Contracts. Required on <u>ALL</u> State <u>Construction or Improvement of Public Property or Publicly Owned Buildings.</u>
 - Affidavit of Alcohol and Drug Free Workplace Program
- 2) "Signature Page"
 - Public Works License Number must be inserted
 - Page must be signed with an <u>original signature</u>
- 3) <u>Bid Response</u>
 - Individual, Partnership, or Corporation
 - One of three, depending upon company structure, <u>MUST</u> be <u>completed</u>, <u>signed and notarized</u>
- 4) Bidder must complete Bid Schedule
- 5) Bidder <u>must</u> complete Domicile Form
- 6) **NOTE:** For District 2 Geotechnical Drilling, the bidder must provide documents as specified in Section I. Special Provisions, 10. Bid Requirements, Items 1, 2 3, and 4.
- 7) Subcontractor form SC-1 as required per specifications
- 8) A 5% Bidders Bond or Cashier's Check
- 9) <u>All Addenda Must</u> be <u>Signed</u> and returned with your Bid Documents. It is the Bidder's <u>responsibility</u> to verify if an addendum was issued.
- 10) <u>ALL BIDS</u> <u>must be submitted in a sealed enveloped</u> with the Requisition Number, Bid Open Date, and Project Name <u>clearly marked</u> on the outside of the envelope.
- 11) NO BID ADJUSTMENTS WILL BE ACCEPTED: Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.
- 12) PUBLIC WORKS LICENSE REQUIRED: Public Works Contractors License Board Phone # (208) 332-8968. http://www2.idaho.gov/dbs

BID PROPOSAL

TO: IDAHO TRANSPORTATION BOARD Idaho Transportation Department Division of Highways

In compliance with your invitation for bids to be received: **February 27, 2007** @ **5:00 P.M., and Opened on February 28, 2007** @ **10:30 A.M.** The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to furnish all materials, equipment and labor for the District Two Geotechnical Drilling, as directed at the designated areas, as per the specifications contained in Requisition Number **B436150S.**

On the acceptance of this bid for said work the undersigned will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 10 days after the contract is presented for signature.

Accompanying this bid proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

Determination and Extension of Contract Time: Any extension of contract time will be at the discretion of the Engineer. Any request for time delay shall be submitted to the Engineer within 24 hours after the delay occurs.

The bidder furthers agrees that if awarded the contract, work will start no later than April 5th, and be completed within 40 working days. In conformity with and subject to such extensions as may be authorized by the terms of "Determination and Extension of Contract Time," Subsection 108.06 of the said Standard Specifications

By signing this bid proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **CORPORATE** CONTRACTORS Date ______, 2007 Name, Address and Phone Number of Corporation: Phone Number Incorporated under the laws of the State of _____ Name & Address of President _____ Name & Address of Secretary _____ Name & Address of Treasurer _____ SIGNATURE _____ President, Vice President, etc... State of ______, County of On this _____, in the year ____, before _____, personally appeared _____, (Notary Public) known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same. Notary Public for _____ Residing at _____ My Commission Expires on: _____

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY PARTNERSHIP	
Date	, 2007
Name, Address and Phone Number of Bidder:	
Phone Number	
SIGNATURE:	
(Name & Title, as "Partner")	Address
(Name & Title, as "Partner")	Address
(Name & Title, as "Partner")	Address
THIS MUST BE SIGNED BY AT LEAST ONE	GENERAL PARTNER
State of, County of	
	SS
On this day of	, in the year,
before me(Notary Public)	, personally appeared
of the partners in the partnership of(Partnership Name Signe	
and the partner or one of the partners who subs	scribed said partnership name to the foregoing
instrument, and acknowledged to me that they	executed the same in said partnership name.
	Notary Public For
	Residing at
P-3 Page 2 of 2	My Commission Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **SOLE PROPRIETOR** Date , 2007 Name, Address and Phone Number of Bidder: Phone Number SIGNATURE: (Name & Title, as "Owner") Address (Name & Title, as "Owner") Address State of . County of On this _____, in the year ____, _____, personally appeared before me _____ (Notary Public) , known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same. (he/she/they) Notary Public For _____ Residing at _____ My Commission Expires on:_____

CONTRACTOR'S AFFIDAVIT

CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF	
COUNTY OF	
The undersigned being duly sworn upon o	ath, deposes and says that
complie	es with the provisions of Section 72-1717 Idaho
(Contractor Name)	
Code (Drug Free Workplace program); that	at provides a
	(Contractor Name)
drug-free workplace program that complies	with the provisions of Idaho Code, Title 72,
Chapter 17 and will maintain such program	throughout the life of a state construction contract
and that	shall subcontract work only to subcontractors meeting
(Contractor Name)	
the requirements of Idaho Code, Section 72	2-1717(1)(a).
Name of Contractor	
Address	
Ву:	
(\$	Signature)
Subscribed and sworn to before me this _	day of, 2007
	NOTARY PUBLIC for
	Residing at
	My commission expires on:

THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS

DOMICILE

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) <u>Corporation</u>: Domiciled where chartered.
- 2) <u>Sole Proprietor</u>: Domiciled where permanent headquarters of business located.
- 3) <u>Partnership</u>: Domiciled where permanent headquarters of business located.

COMPANY NAME:	
STATE OF DOMICILE:	

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID!!!!

IDAHO TRANSPORTATION DEPARTMENT SIGNATURE PAGE

Date:				
Idaho Transportation Depa Supply Services Purchasin 3311 West State Street Boise, Idaho 83703				
REQUISITION #: B-43620	0S			
	ng as per the specification	ns contained in F	Requisition Number	
•	State:	-		
Phone:	Fax:			
FEDERAL TAX IDE	ENTIFICATION #			
PUBLIC WORKS C	ONTRACTORS LICENSI	Ξ#		
Contractors Signati	ure/Authorized Signature:			
Printed Name			_	

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND RETURNED WITH YOUR BID DOCUMENTS!

Requisition # B436150S Project: District Two, Geotechnical Drilling

INTENTION TO RESPOND

No Fax Cover Sheet Is Required

FAX BACK: 208 334-8824

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department

Purchasing Section

PO Box 7129

Boise, Idaho 83707-1129

BID CLOSES ON: February 27, 2007@ 5:00 P.M. BID OPENS ON: February 28, 2007 @ 10:00 A.M.

Please check all that apply

Comp	any intends to prepare and submit a pro	posal to the requisition listed above.	
Comp	any does not plan to respond.		
Other	Message/Comments:		
Company Nar	ne		
Individual/Owr	er's Name		
Mailing Addre	ss		
City	State	Zip	
Contact Perso	n (Please Print)		
Phone #	Fax#		

INVITATION TO BID

DISTRICT TWO GEOTECHNICAL DRILLING REQUISITION B436150S

BID SCHEDULE

Each	Bid	item	shall	be	filled	in c	omple	tely	by t	he	Contra	actor	in th	ne bid	sched	dule, I	oy in	dicat	ing	tota
dollar	s an	d cei	nts ur	nder	Unit	Price	and	Tota	al Co	ost.	All c	costs.	inclu	uding	hourly	rates	, wil	l be	inclu	ided

here and will be fully burdened to include, but not limited to, wages, transportation, lodging, overhead, and per-diem. All figures shall be written in ink or typed. Penciled entries will not be accepted; bids will

be considered irregular and rejected.

Bidder: _____

Description	Bid Price	Quantity	Extended Cost
1) Mobilization and demobilization of all drill rigs and support equipment including personnel, televiewer and helicopter to and from project.	\$ Lump Sum	1	\$
2) Drill HW-3	\$ Per foot	800 feet	\$
3) Alternate A - VW piezometer and data logger installed 200 ft with slope inclinometer casing. Includes all materials excluding data logger (data loggers will be provided by ITD).	\$ Each	3	\$
4) Alternate B - VW piezometer and data logger installed in a non-sampled instrument boring. Includes drilling and all materials excluding data logger (data logger will be provided by ITD).	\$ Per Foot	600 feet	\$
5) Moves/setup/teardown.	\$ Per hour	45 hours	\$
6) Rig time to acquire oriented borehole data.	\$ Per hour	8 hours	\$
7) 2.75" OD, flush joint, inclinometer casing including installation, grout and materials.	\$ Per Foot	800 feet	\$
8) SPT samples.	\$ Each	25	\$
9) Ring sample, (sampler and rings provided by ITD).	\$ Each	10	\$

10) Subsistence, per man (Defined as an overnight stay.)	\$ Per Day	120 days	\$
11) Water truck	\$ Per Day	40 days	\$
12) Grout plant	\$ Per Day	20 days	\$
13) High pressure pump	\$ Per Day	40 days	\$
14) Helicopter	\$ Per Hour	15 hours	\$
15) Core boxes.	\$ Each	100	\$
16) Miscellaneous materials.	\$ Lump Sum	1	\$
17) Televiewer data acquisition, data, logs and reports	\$ Per Foot	600 feet	\$
18) Flagging, as per the traffic control plan, includes all personnel and signing.	\$ Per Hour	75 hours	\$
	\$		

AWARD TO BE "ALL OR NONE"

This page MUST be returned with your BID Documents

INVITATION TO BID

DISTRICT TWO GEOTECHNICAL DRILLING REQUISITION B436150S

PLAN HOLDERS LIST

Layne Christensen 1707 South, 4490 West Salt Lake City, UT 84104 Attn Jeremy Davis

Ruen Drilling Inc. P.O. Box 267 Clark Fork, ID 83811 Attn Arlan Ruen

Crux Subsurface, Inc. 16707 E. Euclid Ave. Spokane Valley, WA 99216 Attn Scott Tunison

Boart Longyear P.O. Box 1000 Dayton, NV 89403 Attn Steve Barnwell 775-246-0296

Salisbury & Assoc., Inc. 8207 E. Trent Ave. Spokane, WA 99219 Attn Ron Patterson 800-842-8890

Exhibit 1: Aerial View of Project Area

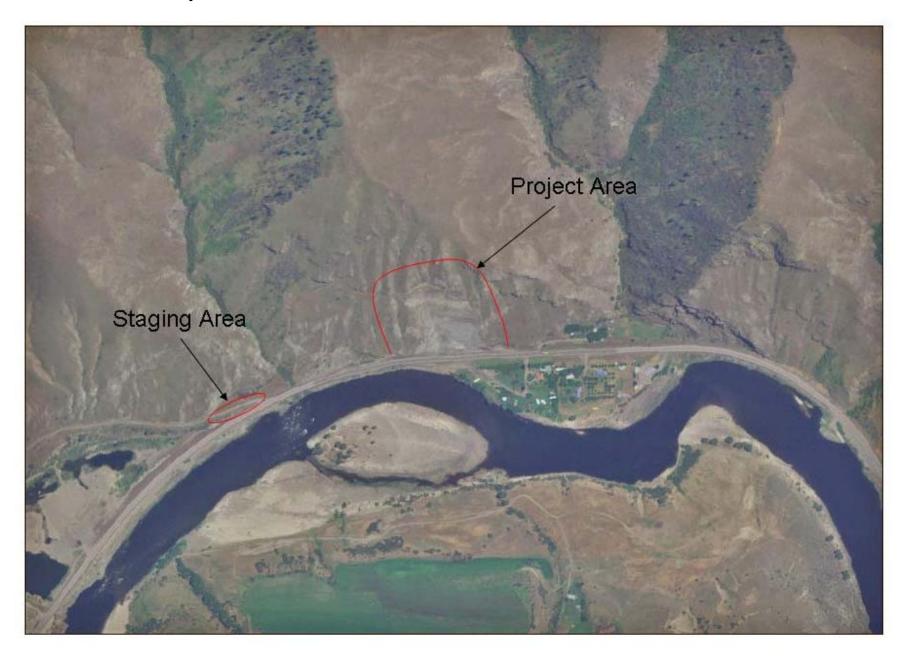


Exhibit 2: Borehole Locations

